

# **TASK ORDER (TO)**

**47QFCA18F0117**

**Modification P00038**

## **Acquisition Program Management and Technical Solutions (APMTS)**

**in support of:**

### **United States Border Patrol (USBP) Program Management Office Directorate (PMOD)**



**Issued to:**

**Logistics Management Institute (LMI)  
7940 Jones Branch Drive  
Tysons, VA 22102**

**Awarded under the General Services Administration (GSA) One Acquisition Solution for  
Integrated Services (OASIS) Unrestricted Multiple Award (MA) Indefinite  
Delivery/Indefinite Quantity (IDIQ) – Pool 1  
Multiple Award Contract GS00Q14OADU141  
Conducted under Federal Acquisition Regulation (FAR) 16.505**

**Issued by:**

**The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405**

**September 11, 2018  
FEDSIM Project Number HS00931**

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### **B.1 GENERAL**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. This One Acquisition Solution for Integrated Services (OASIS) TO falls under Pool 1. An acronym listing to support this Task Order Request (TOR) is included in Section J, Attachment B.

### **B.2 CONTRACT ACCESS FEE (CAF)**

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the OASIS base contract, the CAF shall be 0.1 percent of the total TO value. This TO shall have a separate cost-reimbursable Contract Line Item Number (CLIN) to cover this access fee.

### **B.3 ORDER TYPES**

The contractor shall perform the effort required by this TO using the following contract types:

- a. Cost-Plus-Award-Fee (CPAF) basis for mandatory CLINs 0001, 1001, 2001, 3001, and 4001.
- b. CPAF basis for optional CLINs 0002, 1002, 2002, 3002, and 4002.
- c. Cost-Reimbursable Not-to-Exceed (NTE) basis for CLINs 0003, 1003, 2003, 3003, and 4003; 0004, 1004, 2004, 3004, and 4004; 0005, 1005, 2005, 3005, and 4005; and 0008, 1006, 2006, 3006, and 4006.

### **B.4 SERVICES AND PRICES/COSTS**

Long-distance travel is defined as travel over 50 miles from contractor's duty station or assigned place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

|      |                           |
|------|---------------------------|
| CLIN | Contract Line Item Number |
| CPAF | Cost-Plus-Award-Fee       |
| NTE  | Not-to-Exceed             |
| ODC  | Other Direct Cost         |

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.1 BASE PERIOD:**

**MANDATORY LABOR CPAF CLIN**

| CLIN | Description       | Cost    | Award Fee | Total CPAF   |
|------|-------------------|---------|-----------|--------------|
| 0001 | Labor (Tasks 1-6) | (b) (4) |           | \$26,402,616 |

**ADDITIONAL AS-NEEDED SERVICES (OPTIONAL) LABOR CPAF CLIN**

| CLIN | Description    | Cost    | Award Fee | Total CPAF  |
|------|----------------|---------|-----------|-------------|
| 0002 | Labor (Task 7) | (b) (4) |           | \$3,881,545 |

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODC CLINs**

| CLIN | Description                                                      |     | Total NTE Price |
|------|------------------------------------------------------------------|-----|-----------------|
| 0003 | Materials and Equipment Including Indirect Handling Rate (b) (4) | NTE | \$10,000        |
| 0004 | ODCs Including Indirect Handling Rate (b) (4)                    | NTE | \$70,000        |
| 0005 | Long-Distance Travel Including Indirect Handling Rate (b) (4)    | NTE | \$1,087,356     |

**CONTRACT ACCESS FEE**

| CLIN | Description         |     | Total Ceiling Price |
|------|---------------------|-----|---------------------|
| 0006 | Contract Access Fee | NTE | \$31,452            |

**TOTAL CEILING BASE PERIOD CLINs:** **\$31,482,969**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.2 FIRST OPTION PERIOD:**

**MANDATORY LABOR CPAF CLIN**

| <b>CLIN</b> | <b>Description</b> | <b>Cost</b> | <b>Award Fee</b> | <b>Total CPAF</b> |
|-------------|--------------------|-------------|------------------|-------------------|
| 1001        | Labor (Tasks 1-6)  | (b) (4)     | (b) (4)          | \$45,226,466      |

**ADDITIONAL AS-NEEDED SERVICES (OPTIONAL) LABOR CPAF CLIN**

| <b>CLIN</b> | <b>Description</b> | <b>Cost</b> | <b>Award Fee</b> | <b>Total CPAF</b> |
|-------------|--------------------|-------------|------------------|-------------------|
| 1002        | Labor (Task 7)     | (b) (4)     | (b) (4)          | \$10,444,579      |

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODC CLINs**

| <b>CLIN</b> | <b>Description</b>                                               |     | <b>Total NTE Price</b> |
|-------------|------------------------------------------------------------------|-----|------------------------|
| 1003        | Materials and Equipment Including Indirect Handling Rate (b) (4) | NTE | \$100,000              |
| 1004        | ODCs Including Indirect Handling Rate (b) (4)                    | NTE | \$650,000              |
| 1005        | Long-Distance Travel Including Indirect Handling Rate (b) (4)    | NTE | \$1,031,354            |

**CONTRACT ACCESS FEE**

| <b>CLIN</b> | <b>Description</b>  |     | <b>Total Ceiling Price</b> |
|-------------|---------------------|-----|----------------------------|
| 1006        | Contract Access Fee | NTE | \$57,452                   |

**TOTAL CEILING FIRST OPTION PERIOD CLINs:                    \$57,509,851**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.3 SECOND OPTION PERIOD:**

**MANDATORY LABOR CPAF CLIN**

| CLIN | Description       | Cost    | Award Fee | Total CPAF   |
|------|-------------------|---------|-----------|--------------|
| 2001 | Labor (Tasks 1-6) | (b) (4) |           | \$41,801,191 |

**ADDITIONAL AS-NEEDED SERVICES (OPTIONAL) LABOR CPAF CLIN**

| CLIN | Description    | Cost    | Award Fee | Total CPAF  |
|------|----------------|---------|-----------|-------------|
| 2002 | Labor (Task 7) | (b) (4) |           | \$9,090,156 |

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODC CLINs**

| CLIN | Description                                                      |     | Total NTE Price |
|------|------------------------------------------------------------------|-----|-----------------|
| 2003 | Materials and Equipment Including Indirect Handling Rate (b) (4) | NTE | \$175,000       |
| 2004 | ODCs Including Indirect Handling Rate (b) (4)                    | NTE | \$2,500         |
| 2005 | Long-Distance Travel Including Indirect Handling Rate (b) (4)    | NTE | \$649,865       |

**CONTRACT ACCESS FEE**

| CLIN | Description         |     | Total Ceiling Price |
|------|---------------------|-----|---------------------|
| 2006 | Contract Access Fee | NTE | \$51,719            |

**TOTAL CEILING SECOND OPTION PERIOD CLINs:      \$51,770,431**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.4 THIRD OPTION PERIOD:**

**MANDATORY LABOR CPAF CLIN**

| CLIN | Description       | Cost    | Award Fee | Total CPAF   |
|------|-------------------|---------|-----------|--------------|
| 3001 | Labor (Tasks 1-6) | (b) (4) |           | \$53,827,980 |

**ADDITIONAL AS-NEEDED SERVICES (OPTIONAL) LABOR CPAF CLIN**

| CLIN | Description    | Cost    | Award Fee | Total CPAF   |
|------|----------------|---------|-----------|--------------|
| 3002 | Labor (Task 7) | (b) (4) |           | \$22,205,297 |

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODC CLINs**

| CLIN | Description                                                      |     | Total NTE Price |
|------|------------------------------------------------------------------|-----|-----------------|
| 3003 | Materials and Equipment Including Indirect Handling Rate (b) (4) | NTE | \$176,000       |
| 3004 | ODCs Including Indirect Handling Rate (b) (4)                    | NTE | \$10,000        |
| 3005 | Long-Distance Travel Including Indirect Handling Rate (b) (4)    | NTE | \$1,213,513     |

**CONTRACT ACCESS FEE**

| CLIN | Description         |     | Total Ceiling Price |
|------|---------------------|-----|---------------------|
| 3006 | Contract Access Fee | NTE | \$77,433            |

**TOTAL CEILING THIRD OPTION PERIOD CLINs:                    \$77,510,223**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.5 FOURTH OPTION PERIOD:**

**MANDATORY LABOR CPAF CLIN**

| CLIN | Description       | Cost    | Award Fee | Total CPAF |
|------|-------------------|---------|-----------|------------|
| 4001 | Labor (Tasks 1-6) | (b) (4) |           |            |

**ADDITIONAL AS-NEEDED SERVICES (OPTIONAL) LABOR CPAF CLIN**

| CLIN | Description    | Cost    | Award Fee | Total CPAF |
|------|----------------|---------|-----------|------------|
| 4002 | Labor (Task 7) | (b) (4) |           |            |

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODC CLINs**

| CLIN | Description                                                      |     | Total NTE Price |
|------|------------------------------------------------------------------|-----|-----------------|
| 4003 | Materials and Equipment Including Indirect Handling Rate (b) (4) | NTE | (b) (4)         |
| 4004 | ODCs Including Indirect Handling Rate (b) (4)                    | NTE | (b) (4)         |
| 4005 | Long-Distance Travel Including Indirect Handling Rate (b) (4)    | NTE | (b) (4)         |

**CONTRACT ACCESS FEE**

| CLIN | Description         |     | Total Ceiling Price |
|------|---------------------|-----|---------------------|
| 4006 | Contract Access Fee | NTE | (b) (4)             |

**TOTAL CEILING FOURTH OPTION PERIOD CLINs:** (b) (4)

**GRAND TOTAL CEILING ALL CLINs:** \$224,042,611

## **B.5 SECTION B TABLES**

### **B.5.1 MATERIALS AND EQUIPMENT, OTHER DIRECT COSTS (ODCs), AND LONG-DISTANCE TRAVEL HANDLING RATE**

Materials and Equipment, ODCs, and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

### **B.5.2 DIRECT LABOR RATES**

Labor categories proposed shall be mapped to existing OASIS labor categories.

## **B.6 INCREMENTAL FUNDING**

### **B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of **\$197,036,593** for CLINs **0001, 0002, 0003, 0004, 0005, 0006, 1001, 1002, 1003, 1004, 1005, 1006, 2001, 2002, 2003, 2004, 2005, 2006, 3001, 3002, 3003, 3004, 3005, and 3006** is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through **August 26, 2022**, unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of **\$224,042,611** over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

#### **Incremental Funding Chart for CPAF**

See Section J, Attachment C - Incremental Funding Chart (Excel Spreadsheet).

### **B.7 AWARD FEE POOL VALUE REPORTING TABLE**

The Award Fee Determination Plan (AFDP) establishes award fee. See Section J, Attachment D – Award Fee Determination Plan.



## SECTION C – PERFORMANCE WORK STATEMENT

### **C.1 BACKGROUND**

The United States Border Patrol (USBP) is the mobile, uniformed law enforcement arm of the U.S. Customs and Border Protection (CBP) within the Department of Homeland Security (DHS) responsible for securing U.S. borders between ports of entry. The function of planning, managing and supporting the acquisition and operation of the capabilities, technologies and services to meet the requirements established by CBP was performed by the Program Management Office (PMO) within the Office of Acquisitions (OA). The USBP Program Management Office Directorate (PMOD) was formed in 2016 based on a re-alignment of responsibilities within the CBP. The PMOD assumed functions previously performed by OA and now supports the overall mission of CBP. The PMOD is currently organized into five portfolios; however, the priorities of USBP are dynamic, and the PMOD may pursue new acquisition projects or add new portfolios in order to meet additional requirements from CBP.

#### **C.1.1 PURPOSE**

The purpose of this TO is to acquire contractor services to support the overall CBP mission and specifically the PMOD system acquisition life cycle and engineering efforts. The anticipated outcome of these services is to help PMOD efficiently and effectively deliver the solutions required by the CBP.

#### **C.1.2 AGENCY MISSION**

The CBP is America's frontline, protecting the nation from threats to our safety and economy and preventing terrorists and terrorist weapons from entering the U.S. By protecting the nation's Ports of Entries (POEs), CBP secures the flow of people and goods into and out of the country while facilitating legitimate travel and trade. CBP's key mission elements are defined in Table 1. The USBP PMOD portfolios directly support these mission elements through the capability to predict, detect, track, identify, classify, and respond to activity.

**Table 1: CBP Mission Elements**

| <b>Mission Element</b> | <b>Definition</b>                                                                                                                       |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Predict                | To anticipate illegal traffic actions prior to illegal activity.                                                                        |
| Deter                  | To dissuade illegal cross-border activity into and out of the U.S. by creating and conveying a certainty of detection and apprehension. |
| Detect                 | To discover possible illegal traffic.                                                                                                   |
| Track                  | To follow the progress/movements of possible illegal traffic.                                                                           |
| Identify               | To determine the detected entity (e.g., human, animal, conveyance, unknown).                                                            |
| Classify               | To determine the level of threat or intent of the detected entity.                                                                      |
| Respond                | To employ the appropriate level of law enforcement resources to successfully address illegal traffic.                                   |
| Resolve                | To take final CBP action, whether criminally, administratively, or other, against apprehended illegal traffic.                          |

## SECTION C – PERFORMANCE WORK STATEMENT

### **C.2 SCOPE**

The scope of the Acquisition Program Management and Technical Solutions (APMTS) TO is to provide system acquisition life cycle and engineering support services to the PMOD portfolios for the acquisition, deployment oversight, and sustainment of USBP border security capabilities, technologies, and systems from project initiation through close out. The major task areas of the APMTS TO are defined below:

- a. TASK 1 – Provide Task Order Program Management
- b. TASK 2 – Acquisition and Program Management Services
- c. TASK 3 – Technical and Engineering Services
- d. TASK 4 – Environmental Planning and Real Estate Services
- e. TASK 5 – Life Cycle Logistics Management Services
- f. TASK 6 – Metrics, Compliance, and Budget Services
- g. TASK 7 – Additional As-Needed Support Services (Optional)

Services under this TO shall be in accordance with the most current versions of the DHS Acquisition Management Directive 102-01 and Systems Engineering Life Cycle 102-01-103.

### **C.3 CURRENT ENVIRONMENT**

The PMOD is one of the five directorates under USBP and has the responsibility to plan, acquire, and manage the sustainment of the technology to keep the border safe and facilitate travel and trade. The PMOD receives requirements from CBP and executes the acquisition life cycle process in order to fulfill those requirements (See Section J, Attachment T - Acquisition Life Cycle Framework for a graphical representation). During the acquisition life cycle, the PMOD oversees cost, schedule, and performance of USBP projects and directs the program and project management activities.

The tools and processes that are currently in use within the PMOD are provided in Section J, Attachment U - PMOD Tools and Processes.

The estimated deliverables under APMTS are included in Section J, Attachment Y - APMTS Deliverable Estimate Matrix.

The PMOD is currently organized into five portfolios that manage programs in support of USBP (See Section J Attachment V - PMOD Program Descriptions and Section J, Attachment W - PMOD Org Chart). The priorities of USBP are dynamic, and the PMOD may pursue new acquisition projects or add new portfolios in order to meet additional requirements from CBP.

#### **Portfolio 1: Acquisition Technical and Administrative Specialties (ATAS) Portfolio**

The ATAS portfolio functions as the PMO of the PMOD and facilitates the acquisition activities across the portfolios. The ATAS portfolio centrally manages and establishes the priorities of a matrixed resource pool of integrated project team members assigned to the current and future portfolios. Tasking for day-to-day operations resides within the portfolios.

#### **Portfolio 2: Integrated Fixed Tower (IFT) Portfolio**

The IFT portfolio manages the acquisition and oversight of projects focused on the technology and services for communication towers that provide automated, persistent, wide-area surveillance for detecting, tracking, identifying, and classifying of illegal entries to increase situational awareness, certainty of arrest, and officer safety. The IFT portfolio also has projects

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that allow USBP agents to detect, identify, classify, and resolve illegal border crossings by utilizing integrated day and night cameras, radars, unattended ground sensors, and communications relays.

### **Portfolio 3: Remote Video Surveillance Systems (RVSS) Portfolio**

The RVSS portfolio manages the acquisition and oversight of projects focused on the technology and services for constructing new towers, upgrading legacy towers, and demonstrating new surveillance systems for varying geographic locations, including coastal environments. The RVSS is a remotely controlled network of day and night cameras mounted on a tower or to a permanent structure. The images are transmitted, monitored, and recorded at a central location. Each system is deployed to monitor large spans of the international border from an individual Command Center (C2). RVSS towers are equipped with sensor suites and communications equipment to provide automated, persistent wide-area surveillance for detecting, tracking, identifying, and classifying illegal entries in threat areas where mobile surveillance systems are not a viable or long-term solution.

### **Portfolio 4: Mobile and Agent-Centric Systems (MACS) Portfolio**

The MACS portfolio manages the acquisition and oversight of projects focused on deployed surveillance technology that supports the USBP mission elements of detecting, identifying, classifying, and tracking entities of interest crossing the borders. The MACS portfolio is comprised of the six acquisition programs: Agent Portable Surveillance System (APSS), Cross Border Tunnel Threat (CBTT), Linear Ground Detection System (LGDS), Mobile Surveillance Capability (MSC), Mobile Video Surveillance System (MVSS), and Small Unmanned Aircraft System (SUAS).

### **Portfolio 5: Field Surveillance Services (FSS) Portfolio**

The FSS portfolio manages the acquisition and oversight of projects focused on the technology and services for aerostat-borne and re-locatable tower technologies, detainee transportation, medical escort, facility guarding services to CBP, and compliance with the Commercial Spectrum Enhancement Act.

## **C.4 OBJECTIVE**

The objective of the APMTS TO is to provide expert system acquisition life cycle and engineering support services for the PMOD for the acquisition, deployment oversight, and sustainment of USBP border security capabilities, technologies, and systems.

Additional APMTS program objectives for the TO are to:

- a. Provide experienced and knowledgeable resources that can quickly transition into the PMOD team structure and provide the support that is expected from the APMTS TO.
- b. Promote efficiency by ensuring all functions of the PMOD work together to deliver a successful integrated solution through flexible, collaborative, and balanced staffing support between matrixed and portfolio-specific personnel.
- c. Deliver services that can accommodate dynamic USBP requirements and projects on schedule and on budget.
- d. Promote transparent and effective communications that accurately present status to USBP stakeholders.

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- e. Provide Executive Management Decision Makers with timely, complete, and accurate information to make informed decisions.

### **C.5 TASKS**

The tasks in Section C.5.2 through C.5.7 are performed within the CBP system acquisition and sustainment life cycle. For example, the tasks in Section C.5.3 Engineering Technical Management are focused on the cradle-to-grave system acquisition and sustainment life cycle – this does not include system development or integration.

#### **C.5.1 TASK 1 – PROVIDE TASK ORDER PROGRAM MANAGEMENT**

The contractor shall manage all activities under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this TO. The contractor shall identify a Program Manager (PM) by name who shall provide management, direction, administration, quality assurance, and leadership of the execution of this TO. The PM shall be responsible for creating a schedule that identifies where resources will be matrixed to within PMOD. The schedule shall be a living document that will change based on the needs of the projects/programs within the portfolio (e.g., some resources could be split across multiple portfolios at the same time). The PM shall work closely with the Government to ensure the schedule meets the needs of the portfolios.

##### **C.5.1.1 SUBTASK 1.1 – COORDINATE A PROJECT KICK-OFF MEETING**

The contractor shall schedule, coordinate, and host a Project Kick-Off Meeting at the location approved by the Government (Section F, Deliverable 02). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss questions that the contractor may have including technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR).

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section F, Deliverable 01) for review and approval by the FEDSIM COR and the USBP Technical Point of Contact (TPOC) prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of Contact (POCs) for all parties.
- b. Draft Project Management Plan (PMP) (Section F, Deliverable 07) and discussion including schedule, tasks, etc.
- c. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- d. Staffing Plan and status.
- e. Updated Transition-In Plan (Section F, Deliverable 11) and discussion.
- f. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- g. Invoicing requirements.

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- h. Transition discussion.
- i. Monthly cost reporting requirements.

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting, and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (Section F, Deliverable 03) documenting the Kick-Off Meeting discussion and capturing any action items.

### **C.5.1.2 SUBTASK 1.2 – PREPARE A MONTHLY STATUS REPORT (MSR) AND CONVENE MONTHLY STATUS MEETING**

The contractor shall develop and provide an MSR (Section J, Attachment F) (Section F, Deliverable 04). The MSR shall include the following:

- a. Activities during reporting period, by task (include on-going activities, new activities, and completed activities, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Personnel gains, losses, and status.
- d. Status of background investigations and security clearances.
- e. Government actions required.
- f. Schedule (show tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- g. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for reporting period).
- h. Cost incurred by CLIN.
- i. Accumulated invoiced cost for each CLIN up to the previous month.
- j. Projected cost of each CLIN for the current month.
- k. Resource laden schedule of staff and what portfolios they are supporting.

The contractor shall conduct a Monthly Status Meeting (Section F, Deliverable 05) to brief the FEDSIM COR, USBP TPOC, Agency representatives, and other Government stakeholders on the status of the TO and activities. The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and the MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor PM shall provide minutes of this meeting in a Monthly Status Meeting Report, including attendance, issues discussed, decisions made, and action items assigned (Section F, Deliverable 06).

The Monthly Status Meeting shall include, at a minimum:

- a. The status of activities during the reported period, by task area.
- b. Project schedule.
- c. Financial status overview.
- d. Procurement status of tools/ODCs.

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- e. Status of action items, risks, and issues.
- f. Progress to date on all items identified in the list above for the MSR.
- g. Identify other activities for discussion.
- h. Establish priorities.
- i. Coordinate resolution of identified problems or opportunities.

### **C.5.1.3 SUBTASK 1.3 – PREPARE A PROJECT MANAGEMENT PLAN (PMP)**

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a draft PMP (Section F, Deliverable 07) on which the Government will make comments. The final PMP (Section F, Deliverable 08) shall incorporate the Government's comments. The PMP is an evolutionary document that shall be updated annually at a minimum (Section F, Deliverable 09). The contractor shall work from the latest Government-approved version of the PMP.

The PMP shall:

- a. Describe the proposed management approach.
- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks.
- c. Include milestones, tasks, and how resources will be matrixed to the portfolios.
- d. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between Government organizations.
- e. Describe in detail the contractor's approach to risk management under this TO, to include methods for risk discovery and list of identified risks and mitigation strategies.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.
- g. Describe in detail the contractor's approach to ensuring quality in meeting the requirements of the TO. The contractor shall describe its quality assurance methodology for accomplishing TO performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures that provide high quality performance for each Task Area. The contractor shall describe how the processes integrate with the Government's requirements. The contractor shall perform its approach to quality control.

### **C.5.1.4 SUBTASK 1.4 – PREPARE TRIP REPORTS**

The contractor shall complete a Trip Report for each trip, unless the Government provides an exception when the request for travel is submitted (Section F, Deliverable 10). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, trip reports shall be prepared with the information provided in Section J, Attachment G.

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### **C.5.1.5 SUBTASK 1.5 – TRANSITION-IN**

The contractor shall provide a Draft Transition-In Plan in accordance with section L.6.3. The contractor shall provide an Updated Transition-In Plan (Section F, Deliverable 11) at the Kick-Off Meeting and a Final Transition-In Plan as required in Section F (Section F, Deliverable 12). The contractor shall ensure that there will be minimal service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Transition-In Plan No Later Than (NLT) 10 calendar days after award, and all transition activities shall be completed 90 calendar days after approval of Final Transition-In Plan (Section F, Deliverable 12).

### **C.5.1.6 SUBTASK 1.6 – TRANSITION-OUT**

The contractor shall provide transition-out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a draft Transition-Out Plan within six months of Project Start (PS) (Section F, Deliverable 13). The Government will work with the contractor to finalize the Transition-Out Plan (Section F, Deliverable 14) in accordance with Section F. At a minimum, this Transition-Out Plan shall be reviewed and updated on an annual basis (Section F, Deliverable 15).

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. POCs.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the TO.

### **C.5.2 TASK 2 – ACQUISITION AND PROGRAM MANAGEMENT SERVICES**

The contractor shall provide system acquisition and program management services to facilitate the cradle-to-grave system acquisition process within the PMOD.

The contractor shall provide acquisition support services to the PMOD during the acquisition life cycle. Common activities include integration planning with other pre-award efforts and providing source selection tools and support. The contractor shall also provide services for the Planning, Programming, Budgeting, and Accountability (PPBA) process for resource allocation

## SECTION C – PERFORMANCE WORK STATEMENT

planning, congressional justifications, and acquisition planning. The contractor shall have knowledge of and follow DHS MD 102 and shall be able to successfully support the PMOD through complex system acquisitions. The knowledge of system acquisition procedures and processes through experience and certifications is necessary to perform these duties.

The contractor shall provide support to the PMOD PMs regarding contract issues involving scope, compliance, modifications, and alternative contract solutions. The contractor shall identify requirements, deliverables, and specifications that should be included in acquisitions. The contractor shall support the PMOD to develop and update documentation to support acquisition strategy, planning, and execution including:

- a. Life Cycle Cost Estimates (LCCEs)
- b. Market Research Plans and Analysis
- c. Integrated Logistic Support Plans (ILSP)
- d. Systems Engineering Plans (SEP)
- e. Test Evaluation Master Plans (TEMP)
- f. Acquisition Plans (AP)
- g. Program Management Plans (PMP)
- h. Contract Management Plans (CMP)
- i. Cost Estimating Baseline Document (CEBD)
- j. Acquisition Program Baseline (APB)
- k. Other artifacts required by DHS MD 102-02 and the Systems Engineering Life Cycle (SELC)

The contractor shall work closely with the CBP Office of Acquisition, Mission Readiness Operations Directorate (MROD), and Assistant Program Managers for Business (APMBs). The APMBs are assigned to the portfolios and provide input and support with Acquisition Management, Program Financial Management, Budget Development, Spend Plan Development, Office of Management and Budget (OMB) 300 Business Cases, Asset Capitalization, and Fund Execution and Accountability. An overview of the roles and responsibilities for the APMBs is found in Section J, Attachment X.

### **C.5.2.1 SUBTASK 2.1 – REQUIREMENTS ANALYSIS AND DEVELOPMENT SERVICES**

The contractor shall provide requirements analysis and development services to define the requirements for the systems and products required by users and other stakeholders. This includes documenting the user and stakeholder requirements for the desired services or systems and iteratively reviewing and refining the requirements as additional details are known. This also includes transforming the user requirements into technical requirements in the context of planned customer use, environments, and identified system characteristics. The contractor shall establish a requirements baseline for the project and further analyze the requirements to identify deficiencies and cost drivers. The contractor shall decompose higher-level functions identified through requirements analysis into lower-level functions and employ tools such as functional block diagrams, functional flow diagrams, time lines, and control/data flow diagrams to document the requirements.



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The contractor shall conduct trade studies to support functional allocation of requirements, evaluate alternative architectures and solution sets, support cost and performance trade-offs, and examine proposed system changes. Where critical resources (e.g., weight, power, memory, and throughput) must be allocated, trade studies may be required to determine the proper allocation.

The contractor shall conduct Analysis of Alternatives (AoA); Alternative Analysis (AA); and Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel, Facilities (DOTMLPF) analysis to identify potential solutions to meet the need of CBP.

The outcome of the analysis should be documented in a Functional Requirements Document, Constraint Evaluation Analysis Report, Cost Benefits Reports, or Trade Studies Report.

The contractor shall prepare Requirements Analysis Reports, Functional Requirements Documents, Constraint Evaluation Analysis Reports, Cost Benefit Reports, AoA Reports, AA Reports, DOTMLPF Reports, and Trade Studies Reports and update as required in Section F (Section F, Deliverable 17).

### **C.5.2.2 SUBTASK 2.2 – MARKET RESEARCH SERVICES**

The contractor shall conduct market research of commercial and non-developmental items to determine what solutions are available to meet the PMOD needs. The contractor shall provide recommendations for acquisition strategies that incorporate the latest advances in technology and encourage commercial competition. The contractor input will be used in the drafting of acquisition documents including, product descriptions, Statements of Work (SOWs), Performance Work Statements (PWSs), Statements of Objectives (SOOs), and Market Research Reports (Section F, Deliverable 18).

The contractor shall prepare the Market Research Reports and update as required in Section F (Section F, Deliverable 18).

### **C.5.2.3 SUBTASK 2.3 – PMOD PORTFOLIO PROGRAM MANAGEMENT SERVICES**

The contractor shall provide program management services to support the operations of the PMOD. This includes the overall support to the PMOD to ensure that the significant technology deployments under the PMOD are achieving its program goals.

This support shall include (with Government oversight and approval):

- a. Managing and reporting on cost, schedule, quality, and performance goals.
- b. Coordinating and documenting project reviews to capture ongoing program and project data and information. This includes documenting issues and action items, publishing meeting minutes, and developing briefings to communicate project status.
- c. Managing and monitoring the action item database and risk management activities. This includes managing the action item list to resolution.
- d. Developing strategies for organizational development including providing advice on the allocation of tasks to organizational elements, definition of key processes, and strategies for workforce development.
- e. Facilitating the organization, management, and control of all program management-related documents and artifacts. This includes the implementation of document management control procedures to maintain existing program documentation and

## SECTION C – PERFORMANCE WORK STATEMENT

historical files. Documents include, Program Management Plans, Spend Plans, Integrated Master Plans (IMP), and Integrated Master Schedules (IMS).

- f. Creating and maintaining the IMS documents for the PMOD and portfolio programs utilizing the contractor's knowledge of the systems and processes in PMOD to create accurate WBSs and schedule documents based on the requirements for the program.
- g. Working with Integrated Product Teams (IPTs) and Working Groups to develop and maintain program and project plans and charters.
- h. Supporting the PMOD in the development, execution, and management of Service Level Agreements (SLAs), Memorandum of Agreement/Understanding (MOA/MOU), Inter-Agency Agreements (IAAs), and other relevant documentation.
- i. Developing artifacts that enable PMOD to respond to internal and external inquiries.
- j. Developing and updating a master schedule of staff that includes the portfolios and specific projects that they are supporting.
- k. Provide technical writing support for the creation of PMOD documentation.
- l. Providing administrative personnel support for the Executive Director and portfolios.

The contractor shall prepare PMOD Program Management Deliverables, such as IMS and other schedules, cost reports, performance reports, project review documents, action item reports, meeting minutes, status briefings, project plans and charters, SLAs, MOA/MOU documents, IAAs, and artifacts that enable PMOD to respond to internal and external inquiries and update as required in Section F (Section F, Deliverable 19).

### **C.5.2.4 SUBTASK 2.4 – PROGRAM DEPLOYMENT SERVICES**

The contractor shall provide system deployment and maintenance support for PMOD systems. This includes providing deployment planning technical expertise, coordinating field deployment activities with Federal, state, and local agencies, and overseeing the deployment execution for PMOD systems. Once the systems have been successfully deployed, the contractor shall inspect project sites and systems to assess and maintain adherence to design specifications, identify and resolve technical and sustainment issues, and surveil maintenance support activities.

Activities accomplished in support of Program Deployment Services shall be documented in the Trip Report (Section F, Deliverable 10) or Monthly Status Report (Section F, Deliverable 04).

### **C.5.2.5 SUBTASK 2.5 – ENTERPRISE ARCHITECTURE SERVICES**

The contractor shall provide expertise to achieve and maintain PMOD program alignment within DHS/CBP, system architecture, and technology standards, including defining a framework and/or structure of components and principles and guidelines. This includes the development of Performance Reference Model (PRM), Business Process Models (BPM), To-Be and As-Is Business Process Models, and performance measures/metrics for all programs as required in Section F (Section F, Deliverable 24). This also includes preparation for Enterprise Architecture reviews.

### **C.5.3 TASK 3 – TECHNICAL AND ENGINEERING SERVICES**

The contractor shall provide engineering support in the system acquisition and sustainment life cycle across the portfolios to help ensure the optimal systems and services are acquired, secured,

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and maintained to support the USBP mission. USBP employs a wide range of technology to meet the mission. The PMOD requires expert knowledge to support the Government Lead System Engineers (LSEs) to analyze stakeholder requirements, available technologies, and regulations to define, acquire, test, secure, and maintain compliant solutions while balancing risk factors due to cost, schedule, and technical performance.

### **C.5.3.1 SUBTASK 3.1 –TECHNICAL MANAGEMENT SERVICES**

The contractor shall assist the PMOD in the technical engineering management of the PMOD portfolio of programs, projects, demonstrations, and other efforts. The contractor shall apply systems engineering policies and processes that comply with DHS and CBP systems engineering standards and procedures, and provide support for the development of system engineering artifacts. This shall include:

- a. Providing SELC tailoring development and prepare the final SELC Tailoring Plan (TP).
- b. Providing support, development, and technical subject matter expertise on engineering documents as identified in the program/project SELC TP. This includes reviewing documents, conducting assessments, and providing briefings.
- c. Participating in program-level review boards, including engineering, configuration, risk, and test review boards.
- d. Providing technical risk assessments and mitigation strategies and options in accordance with the risk management process.
- e. Providing analysis and reporting to ensure the technical integrity of all technical baselines, as defined in DHS 102-01-001, Appendix B, and the CBP Program Life Cycle Process Guide.
- f. Providing technical coordination for all developmental tests and assessments.
- g. Collecting and evaluating technical information for use in market research and trade studies.
- h. Maintaining comprehensive awareness of the program's and contract's progress with respect to cost, schedule, and performance as an enabler to informed decision making.
- i. Supporting program leadership on technical developments, issues, and readiness to enter into SELC technical reviews, entry and exit criteria, and all program reviews.

The contractor shall prepare a SELC Tailoring Plan and update as required in Section F (Section F, Deliverable 20).

### **C.5.3.2 SUBTASK 3.2 – SOFTWARE ANALYSIS SERVICES**

The contractor shall provide software analysis support during the system acquisition and sustainment life cycle to support the requirements definition, evaluation, testing, and configuration management of software for PMOD programs and projects. The contractor shall not provide software development services under this Task Order. This software analysis task shall include:

- a. Evaluating software intensive programs and processes.
- b. Analyzing software requirements.

## SECTION C – PERFORMANCE WORK STATEMENT

- c. Conducting software design evaluations and construction reviews of work products submitted for PMOD programs and projects.
- d. Evaluating software test and evaluation work products submitted for PMOD programs and projects.
- e. Conducting evaluation and analysis of software maintenance, configuration management, engineering management and process development, tools and methods, and quality assessments.

The contractor shall prepare a Software Analysis Report and update as required in Section F (Section F, Deliverable 21).

### **C.5.3.3 SUBTASK 3.3 – TEST AND EVALUATION (T&E) SERVICES**

The contractor shall provide T&E support for testing of PMOD systems. Support involves the design and development of test processes and plans, execution of testing, and documentation of test results. This shall include:

- a. Recommending policy and procedures for the T&E Directorate, including T&E roles and responsibilities and T&E lexicon definition.
- b. Developing T&E artifacts for PMOD acquisitions.
- c. Developing Test Plans, Test Procedures, and Data Management and Analysis Plan for each test event.
- d. Developing Contract Data Requirements List (CDRLs) and Data Item Descriptions (DIDs).
- e. Developing Test Readiness Review (TRR) criteria.
- f. Conducting developmental T&E, integration testing, and assessment testing to verify technical performance.
- g. Conducting testing in the field, including execution of dry runs and runs for record. This includes test support for pilot projects and demonstrations.
- h. Conducting test site T&E support to include acquiring test support material and services as necessary to ensure continual and uninterrupted execution of test events.
- i. Setup and analysis of test data to ensure accurate and complete test evaluation. This includes test data collection, management, storage, and archiving.
- j. Analyzing hardware and software failures and recommendations to vendors of corrective action.

The contractor shall prepare and update Test Plans, Test Procedures, Data Management and Analysis Plans, CDRLs, DIDs, TRR criteria, Test and Evaluation Reports, Quick-Look reports, Operational T&E Reports, and Test Reports, as required in Section F (Section F, Deliverable 22).

### **C.5.3.4 SUBTASK 3.4 – CONFIGURATION, RISK, AND QUALITY MANAGEMENT SERVICES**

The contractor shall provide CM, Quality Assurance (QA), and Risk Management (RM) support and expertise to the PMOD. The services shall include:

- a. Complying with CM policy and guidance and supporting the PMOD at Configuration Control Boards (CCB).

## SECTION C – PERFORMANCE WORK STATEMENT

- b. Complying with and maintain policy and processes for a RM program within the DHS RM Framework.
- c. Complying with QA policy and guidance to include a focus on high quality standards like ISO9001, AS9100, and Capability Maturity Model Integration (CMMI).
- d. Providing continual process improvement methodology of RM, CM, and QA processes and procedures that includes the systematic use of measurement data.
- e. Developing a Quality Management Plan (QMP) that encompasses technical assessments and process management.

The contractor shall prepare and update a QMP as required in Section F (Section F, Deliverable 23).

### **C.5.3.5 SUBTASK 3.5 – COMMUNICATIONS, SENSOR, AND SURVEILLANCE ENGINEERING SERVICES**

The contractor shall provide technical and engineering support for the diverse communications, sensor, and surveillance systems contained within the PMOD portfolios throughout system acquisition and sustainment life cycle. The contractor support shall be cradle-to-grave and include requirements definition, design, evaluation, testing, and maintenance of communications systems. The contractor shall provide technical and engineering expertise on communications, sensors, and surveillance system designs, processes, interfaces, infrastructure, and supporting processes. This shall include:

- a. Spectrum management and studies for communications and surveillance sensors and frequencies.
- b. Network service requests for services from DHS-CBP OneNet or similar commercial services.
- c. Geospatial view-shed and Line of Sight (LOS) path engineering of communications and surveillance sensors.
- d. Wide-band wireless communications systems such as microwave.
- e. Broadband communications networks such as fiber-optics, Wi-Fi, Wi-Max, Long-Term Evolution (LTE) and Cellular 4G.
- f. Narrowband communications networks for systems such as Unattended Ground Sensors.
- g. Air-to-ground communications for airborne surveillance platforms.
- h. Agent-centric land mobile radio and relays.
- i. Sensor to communication integration and interfaces.
- j. National Telecommunications and Information Administration (NTIA) compliance and documentation development and analysis.
- k. Analysis of performance impacts and requirements development of communication and surveillance systems.
- l. Modeling and simulation of communication and surveillance system predicted performance.
- m. Ensuring the system design is accurately portrayed in the geographic lay-down.

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- n. Day and night cameras, seismic, Infrared (IR) and acoustic, magnetic, seismic, Electromagnetic Induction (EMI), Electrical Resistivity Tomography (ERT), laser range finder, laser designator, laser illuminator, and video ground sensors and sensor networks.
- o. Ground surveillance radar design and on-site performance including signal processing.
- p. Electro Optical (EO)/IR systems design and performance including signal and video processing.
- q. Remote sensing including airborne and space-borne sensing.
- r. The interaction of sensors with the real-world environment and prediction and measurement of resulting system performance.
- s. End-to-end video analysis including encoding/decoding algorithms and integration.
- t. Sensor-to-screen evaluation.
- u. Hyperspectral and multispectral imaging.
- v. Understanding the impacts of environmental conditions on the technology and mitigating in the acquisition of systems. This includes emissions and noise that could interfere with the technology such as electromagnetic and naturally occurring noise.

Activities performed in support of the Communications, Sensor, and Surveillance Engineering Services Subtask shall be reported in the contractor's Monthly Status Report (Section F, Deliverable 04).

### **C.5.4 TASK 4 – ENVIRONMENTAL PLANNING AND REAL ESTATE SERVICES**

The PMOD requires environmental planning and real estate support services in a due diligence and support capacity during the system acquisition and sustainment life cycle. The contractor shall help the PMOD ensure that proper environmental planning and real estate due diligence processes are followed. The CBP Office of Facilities and Asset Management (OFAM) will act as the final Government decision maker for Environmental and Real Estate transactions.

The current process for environmental planning and real estate due diligence services within the PMOD relies heavily on other offices within CBP. Currently, the PMOD performs planning and review activities for these processes, but is minimally involved in the actual creation of the documentation or performance of the planning or due diligence processes. As the PMOD matures as an organization, the vision is to perform a larger percentage of the environmental planning and real estate due diligence preparation work within the PMOD. The end goal of the PMOD would be to perform all of the work to present a complete package for the OFAM office to review and approve.

#### **C.5.4.1 SUBTASK 4.1 – ENVIRONMENTAL PLANNING SUPPORT SERVICES**

The contractor shall provide environmental planning support to the PMOD during the system acquisition and sustainment life cycle. This support includes the planning and review of categorical exclusions and environmental assessments, and providing advisory support on the process for obtaining environmental review and approvals from the relevant agencies and stakeholders. This support does not include directly performing environmental impact studies.

The contractor shall review environmental impact studies, National Environmental Policy Act (NEPA) compliance, State Historic Preservation Office (SHPO) cultural surveys, and tower site

## SECTION C – PERFORMANCE WORK STATEMENT

environmental, biological, and archeological assessments. The contractor shall ensure coordination of all activities associated with the environmental activities are appropriately scheduled and completed on time for geographic deployments to occur on schedule. The contractor shall analyze the potential effects PMOD programs/projects have on the environment and provide expertise to mitigate the effects to achieve the PMOD program goals.

The contractor shall prepare and update Environmental Planning Reports as required in Section F (Section F, Deliverable 25).

### **C.5.4.2 SUBTASK 4.2 – REAL ESTATE SUPPORT SERVICES**

The contractor shall provide real estate services support to the PMOD, including facilities planning and operational services for facilities owned, leased, or occupied by CBP personnel supporting PMOD programs. The contractor shall provide support for metes and bounds, title abstracts, Offer to Sell documents, condemnation letters, orders of possession, and settlement tracking. The contractor shall provide research through a real estate search and property information tool (e.g., CoreLogic, RedVision, First American, Data Tree, and U.S. Title Records) and support for operation of the tool. The contractor shall advise the PMOD on appropriate lead time for real estate acquisition and planning and facilities construction required to support PMOD. The contractor shall support the PMOD in the process to acquire land parcels either by lease, license, easement, or purchase. This includes supporting PMOD and OFAM in gathering data that may include providing legal description of the property, formal appraisal or market surveys, waiver valuation, title search, and title report. The contractor shall review real estate documents for quality and sufficiency.

The contractor shall prepare and update the Real Estate Reports as required in Section F (Section F, Deliverable 26).

### **C.5.5 TASK 5 – LIFE CYCLE LOGISTICS MANAGEMENT SERVICES**

The contractor shall provide Life Cycle Logistics Management support in the system acquisition and sustainment life cycle across the portfolios to ensure the optimal systems and services are acquired and maintained, assets are tracked and managed, and effective technical and operator training is provided to system users.

The contractor shall provide life cycle management and sustainment of PMOD-deployed systems. This support provides management of the products and systems after deployment. This shall include:

- a. Collecting, monitoring, and tracking deployed system performance.
- b. Identifying, reporting, and assisting with the resolution of operating and support deficiencies.
- c. Developing strategies to optimize system performance.
- d. Preparing for and participating in system CCBs and supporting the planning and implementation of system engineering changes.
- e. Providing input for the operations and maintenance budget formulation and reporting process for assigned systems and programs. This includes the Resource Allocation Plan (RAP), Congressional Justifications (CJs), funding allocation and tracking, system cost

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and performance measures, and development of other departmental and agency cost data reports.

- f. Preparing for and participating in technical interchange meetings. This includes developing briefing materials, meeting agendas, minutes, and tracking, to resolution, of any action items.

### **C.5.5.1 SUBTASK 5.1 – INTEGRATED LOGISTICS SUPPORT AND PLANNING SERVICES**

The goals of Integrated Logistics Support (ILS) are to create systems that last longer, require less support, and reduce overall life cycle costs. The contractor shall provide ILS expertise in the planning, development, implementation, and management of PMOD systems. The contractor shall provide ILS input in the development of requirements for new systems, in the review of current program documentation, during environment and real estate planning, in the system engineering process, and in the development of training documentation. This includes planning and conducting an Integrated Logistics Support Management Team (ILSMT), Integrated Logistics Support Working Group (ILSWG), and supporting CCB activities.

The contractor shall prepare and update the Life Cycle Logistics Support Plan as required in Section F (Section F, Deliverable 27 and Section F, Deliverable 28).

### **C.5.5.2 SUBTASK 5.2 – TECHNICAL AND OPERATOR TRAINING SERVICES**

The contractor shall provide support for the planning and development of technical and operator training for border enforcement technology systems in support of the PMOD Technical and Operator Training Team Lead. The contractor shall identify and provide requirements for training to be included in PMOD acquisition documentation for the system integrators to provide. The contractor shall coordinate with CBP training principles from technical and operator organizations in developing organizational strategic training plans and strategies to establish formal technical and operator training programs and artifacts. The contractor shall establish a training evaluation process to verify the effectiveness of the training. This support does not include directly providing the delivery of training.

The contractor shall prepare and update the Technical and Operator Training Report(s) as required in Section F (Section F, Deliverable 29).

### **C.5.5.3 SUBTASK 5.3 – ASSET MANAGEMENT AND LOGISTICS AUTOMATION SERVICES**

The contractor shall provide support for the management of the PMOD Asset Management Program. This includes operation of the Government asset management and maintenance system used for supply chain management, maintenance management, asset management, parts provisioning and optimization, staffing resource modeling, asset disposal, and system fault analysis. In support of Federal fiduciary requirements for asset accountability, the contractor shall provide support of the annual Federal inventory reporting and accounting and coordinate, schedule, and conduct physical inventories at selected CBP locations. This effort also includes reconciliation with the CBP property accountability system.

The contractor shall prepare and update the Asset Management and Logistics Report(s) as required in Section F (Section F, Deliverable 30).



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### **C.5.6 TASK 6 – METRICS, COMPLIANCE, AND BUDGET SERVICES**

The contractor shall assist the PMOD with metrics, compliance and budgeting services for the purposes of strategic and budgetary planning.

#### **C.5.6.1 SUBTASK 6.1 – PERFORMANCE, PLANNING, AND METRICS SERVICES**

The contractor shall assist in the central coordination for data management, quality assurance, performance measures/metrics, reports generation, and analysis on the PMOD programs and activities. In addition, the contractor shall assist in developing and maintaining the USBP PMOD strategic planning documents. The contractor shall provide data and support to PMOD when responding to requests for information from Agency Administration, OMB, Congress, and other stakeholders. This support shall include the following:

- a. Providing integrated program expertise for controlling, disseminating, and reporting on projects including compiling, analyzing, and reporting on status for all of the projects.
- b. Proposing new strategies and process improvements and the appropriate metrics and infrastructure support for these new strategies.
- c. Providing accurate and timely responses to high-profile border security reports.
- d. Monitoring and tracking program compliance and responsiveness to OMB, DHS, GAO, and Office of the Inspector General (OIG) guidance, findings, and reports and other Federal policies and regulations.
- e. Supporting and assisting with the dissemination and collection of data for all requests that are sent to the PMOD for response.

Activities performed in support of the Performance, Planning, and Metrics Services Subtask shall be reported in the contractor's Monthly Status Report (Section F, Deliverable 04).

#### **C.5.6.2 SUBTASK 6.2 – BUDGET AND FINANCIAL MANAGEMENT SUPPORT SERVICES**

The contractor shall assist PMOD in formulating and executing the program and project budgets, which includes planning, programming, budgeting, and accountability. Additionally, the contractor shall assist PMOD in cost and schedule management, funds execution and accounting, and financial management. Support shall include:

- a. Providing analysis and reporting to ensure the efficient, timely, and effective implementation of program budget formulation, OMB Exhibit 300 formulation, and program cost baselines, contractor cost baselines, and financial execution (e.g., RAPs, CJs, Spend Plans, etc.).
- b. Providing analysis and data to the PMOD to ensure the alignment of budgets with strategic and programmatic goals and adherence to fiscal guidance and DHS and CBP budget policy.
- c. Providing capitol asset planning and business case development to support the PMOD.
- d. Providing INVEST support and compliance. (INVEST is a software tool to support the compiling, managing, and reporting of DHS major acquisition investments for internal and external reporting to GAO, OMB, DHS, and Congress).

## SECTION C – PERFORMANCE WORK STATEMENT

- e. Developing, reviewing, and implementing project-level spend plans, and conducting regular and recurring reviews of PMOD resource utilization to identify issues that might impact the program's overall objectives.
- f. Developing and preparing routine, periodic reports on the allocation, status, tracking, commitment, obligation, and expenditure of funds.
- g. Preparing and processing funding documents, identifying program funding variances, recommending appropriate reprogramming actions and/or corrective actions, and reporting reconciled status of funds.

Activities performed in support of the Budget and Financial Management Support Services Subtask shall be reported in the contractor's Monthly Status Report (Section F, Deliverable 04).

### **C.5.6.3 SUBTASK 6.3 – COST ESTIMATING SUPPORT SERVICES**

The contractor shall provide cost estimating support (analysis, models, research, and documentation) to develop LCCEs, Independent Government Cost Estimates (IGCEs), individual project estimates, and other ad hoc estimates as required. These estimates will support the Program Office's contract award process, budgetary cycle inputs, investment decisions, and other program products and requirements to provide cost information to Congress, OMB, and other-stakeholders.

The contractor shall participate in program meetings and technical interchanges to remain current with program requirements. All estimates shall be thoroughly developed and documented and adhere to DHS Headquarters and GAO Cost Assessment Guide standards to facilitate Government review, third-party replication and validation, and future updates or enhancements. The contractor shall participate in the review and reconciliation of other system contractor estimates. The contractor shall present the results of estimating support in a variety of formats such as verbal presentations, narrative reports, and briefing charts and shall participate in the development of yearly updates.

Activities performed in support of the Cost Estimating Support Services Subtask shall be reported in the contractor's Monthly Status Report (Section F, Deliverable 04).

### **C.5.7 TASK 7 –ADDITIONAL AS-NEEDED SUPPORT SERVICES (OPTIONAL)**

The PMOD has a responsibility for providing rapid responses to the dynamic USBP mission requirements as they arise and in response to domestic and global events. The contractor shall provide specialized support as described in Tasks 1 through 6. Additional support requirements are variable in length and level of effort. Task 7 support services requirements and deliverables are described in Tasks 1 through 6, are within the scope of this TO, and may require additional personnel to meet the requirement.

## SECTION D - PACKAGING AND MARKING

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## **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the USBP TPOC in conjunction with, as appropriate, the FEDSIM COR.

## **E.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and USBP TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

## **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the TO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

## **E.4 DRAFT DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The FEDSIM CO/COR will provide written notification of acceptance or rejection (Section J, Attachment H) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the award fee determination report, and there will be an associated impact to the award fee earned.

### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this TO is a one-year base period and four, one-year option periods. Estimated Project Start date is September 24, 2018.

|                       |                                         |
|-----------------------|-----------------------------------------|
| Base Period:          | September 24, 2018 – September 23, 2019 |
| First Option Period:  | September 24, 2019 – September 23, 2020 |
| Second Option Period: | September 24, 2020 – September 23, 2021 |
| Third Option Period:  | September 24, 2021 – September 23, 2022 |
| Fourth Option Period: | September 24, 2022 – September 23, 2023 |

### **F.2 PLACE OF PERFORMANCE**

The primary place of performance will be at the CBP office in Crystal City, Virginia. The Government estimates that 40 seats will be available at the Government facility in Crystal City for contractor support personnel at time of award. Personnel not provided seats at the Government facility in Crystal City shall perform at a contractor facility in the National Capital Region.

Additional support is needed at the Southwest Field Office in Tucson, AZ (Primarily Tasks C.5.2.3, C.5.5.1, C.5.5.2, and C.5.2.3.1). All contract personnel supporting the Southwest Field Office are required to work onsite at the Government facility. The Government will provide up to ten seats at the Southwest Field Office Government facility.

Minimal support is expected at the Northern Border Coordination Center (NBCC) at the Selfridge Air National Guard Base in Harrison Charter Township, Michigan (Primarily Task C.5.2). All contract personnel supporting the NBCC are required to work onsite at the Government facility. The Government will provide one seat at the NBCC facility.

The South Texas Field Office in McAllen, TX is anticipated to become operational during the performance of the TO and would require on-site support at that time. All contract personnel supporting the South Texas Field Office are required to work onsite at the Government facility. The Government will provide the number of seats available when the office becomes operational.

Local and long-distance travel may be required to domestic USBP locations throughout the U.S. to perform the services under this TO. Local travel will not be reimbursed; long distance travel is addressed in Section H.12.

Contractor personnel may regularly perform their duties at an offsite location outside of the National Capitol Region with approval from the Contractor's PM, the USBP TPOC, and the COR/CO. The place of performance must be reflected in the telework agreement.

### **F.3 TASK ORDER SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

DEL: Deliverable

## SECTION F – DELIVERABLES OR PERFORMANCE

IAW: In Accordance With

NLT: No Later Than

TOA: Task Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause - Abbreviations in Gov't Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, per FAR 27.404-1(a) and 52.227-14

RS: Restricted Software, per FAR 27.404-2 and 52.227-14

LD: Limited Rights Data, per FAR 27.404-2 and 52.227-14

SW: Special Works, per FAR 27.405-1 and 52.227-17

For software or documents that may be either proprietary COTS or custom, RS/LD rights apply to proprietary COTS software or documents and UR rights apply to custom software or documents. Government rights in open source COTS software shall be as set forth in the applicable collateral agreement. Any collateral agreements (within the meaning of FAR 52.227-14) proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section H.14. For purposes of the foregoing, the terms "collateral agreement," "Supplier Agreement," and "Commercial Supplier Agreement" have the same meaning.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

| <b>DEL.<br/>#</b> | <b>MILESTONE/<br/>DELIVERABLE</b>  | <b>CLIN</b> | <b>TOR<br/>REFERENCE</b> | <b>DATE OF<br/>COMPLETION/<br/>DELIVERY</b>                     | <b>GOV'T<br/>RIGHTS</b> |
|-------------------|------------------------------------|-------------|--------------------------|-----------------------------------------------------------------|-------------------------|
|                   | Project Start (PS)                 |             |                          | At TOA                                                          | N/A                     |
| 01                | Kick-Off Meeting<br>Agenda         | 0001        | C.5.1.1                  | NLT 3 workdays<br>prior to Kick-Off<br>Meeting                  | UR                      |
| 02                | Kick-Off Meeting                   | 0001        | C.5.1.1                  | Within 25 workdays<br>of TOA                                    | N/A                     |
| 03                | Kick-Off Meeting<br>Minutes Report | 0001        | C.5.1.1                  | Within 5 workdays<br>after Kick-Off<br>Meeting                  | UR                      |
| 04                | Monthly Status Report              | 0001        | C.5.1.2                  | Monthly (10 <sup>th</sup><br>calendar day of the<br>next month) | UR                      |
| 05                | Monthly Status<br>Meeting          | 0001        | C.5.1.2                  | Monthly                                                         | N/A                     |

SECTION F – DELIVERABLES OR PERFORMANCE

| <b>DEL.<br/>#</b> | <b>MILESTONE/<br/>DELIVERABLE</b>                | <b>CLIN</b> | <b>TOR<br/>REFERENCE</b> | <b>DATE OF<br/>COMPLETION/<br/>DELIVERY</b>                | <b>GOV'T<br/>RIGHTS</b> |
|-------------------|--------------------------------------------------|-------------|--------------------------|------------------------------------------------------------|-------------------------|
| 06                | Monthly Status Meeting Report                    | 0001        | C.5.1.2                  | 5 workdays after Monthly Status Meeting                    | UR                      |
| 07                | Draft Project Management Plan                    | 0001        | C.5.1.1, C.5.1.3         | Due at Kick-Off Meeting                                    | UR                      |
| 08                | Final Project Management Plan                    | 0001        | C.5.1.3                  | 10 workdays after receipt of Government comments           | UR                      |
| 09                | Project Management Plan Updates                  | 0001        | C.5.1.3                  | As project changes occur, no less frequently than annually | UR                      |
| 10                | Trip Report(s)                                   | 0001        | C.5.1.4                  | Within 10 workdays following completion of each trip       | UR                      |
| 11                | Updated Transition-In Plan                       | 0001        | C.5.1.1, C.5.1.5         | Due at Kick-Off Meeting                                    | UR                      |
| 12                | Final Transition-In Plan                         | 0001        | C.5.1.5                  | 10 workdays after receipt of Government comments           | UR                      |
| 13                | Draft Transition-Out Plan                        | 0001        | C.5.1.6                  | Within six months of PS                                    | UR                      |
| 14                | Final Transition-Out Plan                        | 0001        | C.5.1.6                  | 10 workdays after receipt of Government comments           | UR                      |
| 15                | Transition-Out Plan Updates                      | 0001        | C.5.1.6                  | Annually and then quarterly during final Option Period     | UR                      |
| 16                | Copy of TO (initial award and all modifications) | 0001        | F.4                      | Within 10 workdays of award                                | N/A                     |



SECTION F – DELIVERABLES OR PERFORMANCE

| <b>DEL.<br/>#</b> | <b>MILESTONE/<br/>DELIVERABLE</b>                                                                                                                                                                   | <b>CLIN</b> | <b>TOR<br/>REFERENCE</b> | <b>DATE OF<br/>COMPLETION/<br/>DELIVERY</b>                                                          | <b>GOV'T<br/>RIGHTS</b> |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|------------------------------------------------------------------------------------------------------|-------------------------|
| 17                | Requirements Analysis Reports, Functional Requirements Documents, Constraint Evaluation Analysis Reports, Cost Benefit Reports, AoA Reports, AA Reports, DOTMLPF Reports, and Trade Studies Reports | 0001        | C.5.2.1                  | Within 10 workdays of completion of a Requirements Analysis task, unless otherwise agreed to upon.   | UR                      |
| 18                | Market Research Reports                                                                                                                                                                             | 0001        | C.5.2.2                  | Within 10 workdays of completion of a Market Research Task, unless otherwise agreed to upon.         | UR                      |
| 19                | PMOD Program Management Deliverables                                                                                                                                                                | 0001        | C.5.2.3                  | Within 10 workdays of completion of a PMOD Program Management Task, unless otherwise agreed to upon. | UR                      |
| 20                | SELC Tailoring Plan                                                                                                                                                                                 | 0001        | C.5.3.1                  | Within 10 workdays of new Engineering project, unless otherwise agreed to upon.                      |                         |
| 21                | Software Analysis Report                                                                                                                                                                            | 0001        | C.5.3.2                  | Within 10 workdays of completion of a Software Engineering task, unless otherwise agreed to upon.    | UR                      |

SECTION F – DELIVERABLES OR PERFORMANCE

| <b>DEL.<br/>#</b> | <b>MILESTONE/<br/>DELIVERABLE</b>                                                                                                                                                      | <b>CLIN</b> | <b>TOR<br/>REFERENCE</b> | <b>DATE OF<br/>COMPLETION/<br/>DELIVERY</b>                                                           | <b>GOV'T<br/>RIGHTS</b> |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|-------------------------------------------------------------------------------------------------------|-------------------------|
| 22                | Test Plans, Test Procedures, Data Management and Analysis Plans, CDRLs, DIDs, TRR criteria, Test and Evaluation Reports, Quick-Look reports, Operational T&E Reports, and Test Reports | 0001        | C.5.3.3                  | Within 10 workdays of completion of a Test and Evaluation task, unless otherwise agreed to upon.      | UR                      |
| 23                | Quality Management Plan (QMP)                                                                                                                                                          | 0001        | C.5.3.4                  | Within 10 workdays of completion of a Configuration Management task, unless otherwise agreed to upon. | UR                      |
| 24                | Enterprise Architecture documentation (Performance Reference Model (PRM), Business Process Models (BPM), To-Be and As-Is Business Process Models, and performance measures/metrics)    | 0001        | C.5.2.5                  | Within 10 workdays of the Government request and as necessary in the SELC and ALF framework.          | UR                      |
| 25                | Environmental Planning Report                                                                                                                                                          | 0001        | C.5.4.1                  | Within 10 workdays of completion of an Environmental Planning task, unless otherwise agreed to upon.  | UR                      |
| 26                | Real Estate Reports                                                                                                                                                                    | 0001        | C.5.4.2                  | Within 10 workdays of completion of Real Estate Support task, unless otherwise agreed to upon.        | UR                      |
| 27                | Life Cycle Logistics Support Plan                                                                                                                                                      | 0001        | C.5.5.1                  | Within 180 workdays of TOA                                                                            | UR                      |

## SECTION F – DELIVERABLES OR PERFORMANCE

| <b>DEL.<br/>#</b> | <b>MILESTONE/<br/>DELIVERABLE</b>         | <b>CLIN</b> | <b>TOR<br/>REFERENCE</b> | <b>DATE OF<br/>COMPLETION/<br/>DELIVERY</b>                                                           | <b>GOV'T<br/>RIGHTS</b> |
|-------------------|-------------------------------------------|-------------|--------------------------|-------------------------------------------------------------------------------------------------------|-------------------------|
| 28                | Life Cycle Logistics Support Plan Updates | 0001        | C.5.5.1                  | As project changes occur, no less frequently than annually                                            | UR                      |
| 29                | Technical and Operator Training Reports   | 0001        | C.5.5.2                  | Within 10 workdays of completion of a training task, unless otherwise agreed to upon.                 | UR                      |
| 30                | Asset Management and Logistics Report     | 0001        | C.5.5.3                  | In support of annual inventory reporting and accountability reviews, unless otherwise agreed to upon. | UR                      |

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with subparagraphs (e) and (f) of the FAR clause at 52.227-14).

### **F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (Section F, Deliverable 16). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

## **F.5 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USBP PMOD designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- |                 |                                                                  |
|-----------------|------------------------------------------------------------------|
| a. Text         | Microsoft (MS) Word, Google Docs, Portable Document Format (PDF) |
| b. Spreadsheets | MS Excel, Google Sheets                                          |
| c. Briefings    | MS PowerPoint, Google Slides                                     |
| d. Drawings     | MS Visio, Google Drawings, AutoCAD (.dwg)                        |
| e. Schedules    | MS Project, Smartsheet                                           |

## **F.6 PLACE(S) OF DELIVERY**

Unclassified deliverables or correspondence shall be delivered to the FEDSIM CO at the following address:

Brendan Miller  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 856-8071  
Email: [brendan.miller@gsa.gov](mailto:brendan.miller@gsa.gov)

Copies of all deliverables shall also be delivered to the USBP TPOC. The USBP TPOC name, address, and contact information will be provided at award.

## **F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (Section J, Attachment E) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

**G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)/ALTERNATE CONTRACTING OFFICER’S REPRESENTATIVE (ACOR)**

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (Section J, Attachment A). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO. The ACOR has the authority and responsibility to act as the COR only in the absence of the primary COR.

**G.1.1 CONTRACT ADMINISTRATION**

Contracting Officer:

Brendan Miller  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 856-8071  
Email: [brendan.miller@gsa.gov](mailto:brendan.miller@gsa.gov)

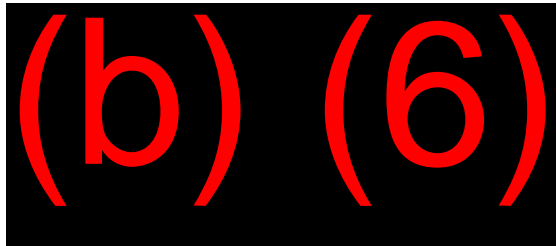
Contracting Officer’s Representative:

Robert Leary  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 674-3867  
Email: [robert.leary@gsa.gov](mailto:robert.leary@gsa.gov)

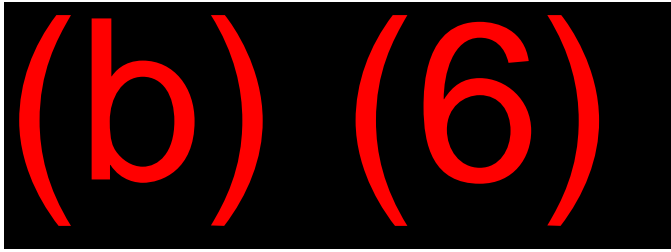
Alternate Contracting Officer’s Representative:

Tim Eicher  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street NW  
Washington, D.C. 20405  
Telephone: (202) 288-9516  
Email: [timothy.eicher@gsa.gov](mailto:timothy.eicher@gsa.gov)

Technical Point of Contact:



Alternate Technical Point of Contact:



## **G.2 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: HS00931

Project Title: Acquisition Program Management and Technical Solutions (APMTS)

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into TOS in the ASSIST Portal. Summary charges on invoices shall match the charges listed in TOS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. The Assisted Acquisition Services Business System (AASBS) Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at [AASBS.helpdesk@gsa.gov](mailto:AASBS.helpdesk@gsa.gov). By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center; however, the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

## **G.3 INVOICE REQUIREMENTS**

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and USBP TPOC for review prior to its submission to GSA. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

## SECTION G – CONTRACT ADMINISTRATION DATA

If the TO has different contract types, each shall be addressed separately in the invoice submission.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following metadata:

- a. OASIS MA-IDIQ number
- b. Task Order Award Number (NOT the Solicitation Number)
- c. Contractor Invoice Number
- d. Contractor Name
- e. Point of Contact Information
- f. Current period of performance
- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

### **G.3.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)**

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by individual, rolled up by CLIN element (as shown in Section B), and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Exempt or non-exempt designation.
- d. Employee OASIS labor category.
- e. Current monthly and total cumulative hours worked.
- f. Direct Labor Rate.
- g. Effective hourly rate (e.g., cumulative costs/cumulative hours).
- h. Current approved billing rate percentages in support of costs billed.
- i. Itemization of cost centers applied to each individual invoiced.
- j. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)).
- k. Any costs incurred not billed reported by CLIN (e.g., lagging costs).
- l. Labor adjustments from any previous months (e.g., timesheet corrections).
- m. Provide comments for deviations outside of five percent.

## SECTION G – CONTRACT ADMINISTRATION DATA

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

The contractor may invoice for fee after accepting the modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP in Section J, Attachment D for additional information on the award fee determination process.

When the Incurred Cost method is used to determine the Award Fee Pool Allocation for an Award Fee period, the incurred cost shall be calculated using approved provisional billing rates as established by the cognizant Government auditor, in accordance with FAR 42.704. Approved provisional billing rates shall not be adjusted for the purpose of accumulating incurred costs and calculating the Award Fee Pool Allocation.

### **G.3.2 MATERIALS AND EQUIPMENT AND ODCs**

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Materials and Equipment and/or ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include OH charges, G&A charges and Fee in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

### **G.3.3 TRAVEL**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the



## SECTION G – CONTRACT ADMINISTRATION DATA

invoice, CLIN number, and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs
- j. Total charges
- k. Explanation of variances exceeding ten percent of the approved versus actual costs
- l. Indirect handling rate

All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges in accordance with the contractor's DCAA cost disclosure statement.

### **G.4 TASK ORDER CLOSEOUT**

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

## **H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this TO is 541611, Administrative Management and General Management Consulting Services.

## **H.2 PRODUCT SERVICE CODES (PSC)**

The PSC is R499, Support – Professional: Other. The contractor shall enter the PSC in OASIS Management Module for each TO award.

## **H.3 SYSTEMS, CERTIFICATIONS, AND CLEARANCES**

### **H.3.1 ADEQUATE COST ACCOUNTING SYSTEM**

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

### **H.3.2 APPROVED PURCHASING SYSTEM**

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is not mandatory but is preferred.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM Contracting Officer (CO) within ten workdays from the date the results are known to the contractor.

## **H.4 KEY PERSONNEL**

The following are the minimum personnel who shall be designated as "Key." The Government does not intend to dictate the composition of the ideal team to perform this TO and meet the needs of the PMOD portfolios. Additional Key Personnel may be proposed. All proposed Key Personnel must meet the minimum OASIS labor standards.

- a. Program Manager
- b. Lead Systems Engineer
- c. Lead Systems Acquisition Manager
- d. Lead Life Cycle Logistics Manager

The Government desires that Key Personnel be assigned for the duration of the TO. Personnel may be replaced or removed subject to Section H.4.4 Key Personnel Substitution.

#### **H.4.1 PROGRAM MANAGER (PM)**

The contractor shall provide a PM to serve as the contractor's single TO manager and shall be the contractor's authorized interface with the FEDSIM CO, FEDSIM COR, and USBP TPOC for the TO. The PM shall be accountable for the overall management of this TO. The PM shall supervise program operation by developing management procedures and controls, planning and directing program execution, and monitoring and reporting progress. The PM shall ensure proper management and control financial and administrative aspects of the program with respect to contract requirements. The PM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the PM be an employee of the prime contractor and have the authority to make decisions on behalf of the contractor's organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual, programmatic, and resource limitations issues.

It is desired that the PM has the following qualifications:

- a. A minimum of ten years of experience managing projects similar in terms of size, scope, and complexity to that of this TOR.
- b. A current CBP background investigation public trust suitability determination.
- c. Certification in Project Management from a recognized credentialing agency (e.g., Project Management Professional (PMP) and/or Program Management Professional (PgMP) from the Project Management Institute (PMI), or DAWIA Level III Program Management certification).
- d. Experience organizing, directing, and managing contract operation support functions involving multiple, complex, and interrelated project tasks.
- e. Experience effectively communicating at senior levels within a customer organization.
- f. Experience meeting with customer and contractor personnel to formulate and review task plans and deliverable items, and effectively execute those items in accordance with approved plans.

#### **H.4.2 LEAD SYSTEMS ENGINEER**

The contractor shall provide a Lead Systems Engineer to lead the engineering technical management team in providing the systems engineering activities to support the system acquisition and sustainment life cycle in the PMOD.

It is desired that the Lead Systems Engineer has the following qualifications:

- a. A minimum of ten years of experience leading multi-functional technical engineering support services teams for projects similar in terms of size, scope, and complexity to that of this TOR.
- b. A current CBP background investigation public trust suitability determination.
- c. A master's degree in an Engineering discipline.
- d. Certification in System Engineering from a recognized credentialing agency (e.g., International Council of Systems Engineering (INCOSE) certification (Certified Systems Engineering Professional (CSEP)) or DAWIA Level III Systems, Planning, Research, Development, and Engineering (SPRDE) certification).

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- e. Experience organizing, directing, and managing technical support functions involving multiple, complex, and interrelated project tasks.
- f. Experience effectively communicating at senior levels within a customer organization.
- g. Experience meeting with customer and contractor personnel to formulate, review, and execute technical requirements and engineering-related task plans, studies, analyses, reports and deliverable items.

### **H.4.3 LEAD SYSTEMS ACQUISITION MANAGER**

The contractor shall provide a Lead Systems Acquisition Manager to lead the acquisition support management team under the APMTS TO and provide expert advice in the preparation and review of acquisition documents for the PMOD.

It is desired that the Lead Systems Acquisition Manager has the following qualifications:

- a. A minimum of ten years of experience managing an acquisition workforce on projects similar in terms of size, scope, and complexity to that of this TOR.
- b. A current CBP background investigation public trust suitability determination.
- c. Ten years of experience in major systems acquisition for DHS or the DoD.
- d. Certification in Acquisition Management from a recognized credentialing agency (e.g., DAWIA Level III Contracting certification, Certified Professional Contract Manager (CPCM) or National Contract Management Association (NCMA) Certified Professional Contract Manager (CPCM)).
- e. Experience providing detailed leadership to staff involving multiple, complex, and interrelated project tasks.
- f. Experience effectively communicating at senior levels within a customer organization.

### **H.4.4 LEAD LIFE CYCLE LOGISTICS MANAGER**

The contractor shall provide a Lead Life Cycle Logistics Manager to lead the systems deployment and logistics management team under the APMTS TO and provide expert advice in the preparation, deployment, and sustainment of systems for the PMOD.

It is desired that the Lead Life Cycle Logistics Manager has the following qualifications:

- a. A minimum of ten years of experience managing a systems logistics workforce on projects similar in terms of size, scope, and complexity to that of this TOR.
- b. A current CBP background investigation public trust suitability determination.
- c. Bachelor's Degree in Business, Engineering, Management Sciences, or a related field
- d. Certification in Logistics Management from a recognized credentialing agency (e.g., DAWIA Level III Life Cycle Logistics, Certified Professional in Supply Management (CPSM) from The Institute for Supply Management, or Certified in Production and Inventory Management (CPIM), Certified Supply Chain Professional (CSCP), or Certified in Logistics, Transportation, and Distribution (CLTD) from APICS).
- e. Ten years of experience in major systems deployment or logistics for DHS or the DoD.
- f. Experience providing detailed leadership to staff involving multiple, complex, and interrelated project tasks.

- g. Experience effectively communicating at senior levels within a customer organization.

#### **H.4.4 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the FEDSIM CO and COR of the existing TO. This notification shall be no later than 15 calendar days (30 days if a security clearance must be obtained) in advance of any proposed substitution and shall include justification (including Key Personnel Qualification (KPQ) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel shall hold qualifications equal to or greater than those of the Key Personnel substituted. If the FEDSIM CO and COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

#### **H.5 GOVERNMENT-FURNISHED PROPERTY (GFP)**

The Government will provide the workspace, equipment, software and supplies necessary to perform the onsite portion of contractor services required in this TO, unless specifically stated otherwise in this TO.

In cases where the Government does not or cannot provide the appropriate workspace, equipment, and supplies, the contractor shall provide additional workspaces, equipment, and supplies as needed to fulfill the requirements of the TO.

#### **H.6 GOVERNMENT-FURNISHED INFORMATION (GFI)**

The contractor shall use GFI, data, and documents only for the performance of work under this TO, and shall be responsible for returning all GFI, data, and documents to the Government at the end of the performance period. The contractor shall not release GFI, data, and documents to outside parties without the prior and explicit consent of the CO.

#### **H.7 TELEWORK**

##### **H.7.1 DEFINITIONS**

Telework is an alternative work arrangement which allows a contractor employee to perform work at an alternate worksite (e.g., home, telework center, contractor's office). In accordance with 41 United States Code (U.S.C.) § 3306(f), employees of Federal Government contractors are permitted to telework in the performance of contracts entered into with executive agencies. The term "telecommuting" used in the FAR is synonymous with the term "telework" as used in this clause. A contractor employee can telework on a core or episodic basis. A core arrangement occurs on a routine and recurring basis, whereas an episodic arrangement occurs on an occasional and non-routine basis, such as during inclement weather.

"Telework-ready contractor employee" is a contractor employee who has been approved to telework, has an established alternate worksite, is prepared to telework by having enough work

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to cover the scheduled telework period, and has the appropriate secure technology equipment to meet the needs of the telework arrangement and a high-speed internet connection.

### **H.7.2 REQUIREMENTS**

The contractor shall provide adequate oversight of work products when telework is authorized to ensure continuity of contract performance and quality control.

Equipment provided by USBP to the contractor for telework purposes will be treated as Government-Furnished Equipment (GFE) and guidelines in CBP HB 1400-05D, CBP Information Systems Security Policies and Procedures Handbook shall be followed. All CBP training required for telework-ready contractor employees, such as the annual CBP IT Security Awareness and Rules of Behavior training, shall be completed as soon as practicable. The FEDSIM COR will notify the contractor's PM of the required training courses. The contractor shall notify the FEDSIM COR once training is completed. Contractor employees shall comply with the security requirements stated in Homeland Security Acquisition Regulation (HSAR) 3004.470 and Homeland Security Acquisition Manual (HSAM) 3004.470.

A contractor employee's telework schedule shall be approved by the contractor's PM and coordinated with the USBP TPOC. Once approved, requests to change a scheduled telework day shall be submitted in advance when possible to the contractor's PM, who will coordinate with the USBP TPOC. The contractor's PM shall continue to be responsible for contractor employees' time and attendance and notifying the USBP TPOC of any changes.

If a Federal Government closing affects the Government facility, contractor employees who are telework-ready shall begin to telework at their normal start time and are expected to work the entire day. If the Office of Personnel Management (OPM) announces the option for unscheduled telework, a contractor employee may request to telework by contacting the contractor's PM, who shall coordinate with the USBP TPOC.

If a contractor employee has performance issues, does not follow the security procedures, or does not complete required training while in a telework status, the FEDSIM COR will contact the contractor's PM and the contractor employee's telework privileges may be revoked.

If a Contractor's regular place of performance is at a non-government site outside of the National Capitol Region then the place of performance must be noted in that Contractors telework agreement.

### **H.7.3 INFORMATION TECHNOLOGY (IT) AND SECURITY**

Contractor employees are required to use only CBP-provided GFE when teleworking. Should the GFE fail or require repair or replacing, the contractor employee shall be required to return to the traditional worksite to perform their duties. CBP shall provide maintenance and technical support for IT GFE used by teleworkers. CBP's inability to provide IT GFE shall not constitute an excusable delay. The contractor or contractor employee is responsible for providing high-speed internet connectivity for teleworking and will bear the cost of the internet connection. The contractor employee shall be accessible at all times, via telephone, e-mail, or video conferencing during his/her working hours.

Contractor employees' use of GFE and Government information shall be for contractual performance only and shall be protected from unauthorized access, disclosure, sharing,

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transmission, or loss. The contractor employee shall keep Government property and information safe, secure, and separated from his/her personal property and information. Contractor employees who telework shall be the sole operators of the GFE they use and shall abide by CBP HB 5200-13C, Personal Property and Asset Management Handbook. Contractor employees who telework shall not work on, have access to, or keep in their possession classified information at an alternate worksite. Contractor employees shall comply with the guidance in the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information.

### **H.7.4 SUBCONTRACTS**

The contractor shall include the substance of the H.7 Telework language in all subcontracts where telework is permitted. The contractor shall be responsible for monitoring the subcontractor's adherence to these requirements.

## **H.8 SECURITY REQUIREMENTS**

### **H.8.1 SECURITY PROCEDURES**

#### **H.8.1.1 CONTROLS**

- a. The contractor shall comply with the U.S. CBP administrative, physical, and technical security controls to ensure that the Government's security requirements are met.
- b. All GFI shall be protected to the degree and extent required by local rules, regulations, and procedures. The contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
- c. All services provided under this contract shall be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS MD 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
- d. All contractor employees under this contract shall wear identification access badges when working in CBP facilities. Prior to contractor employees' departure/separation, all badges, building passes, parking permits, keys, and pass cards shall be given to the USBP TPOC.
- e. All contractor employees shall be registered in the Contractor Tracking System (CTS) database. The contractor shall provide timely start information to the Government to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash Identification (ID), schedule, and contract-specific information. Government personnel shall provide the contractor with instructions for receipt of CTS registration information.
- f. The contractor shall provide employee departure/separation date to the USBP TPOC in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall

be documented and considered when Government personnel complete a contractor performance review or other performance-related measures.

- g. The highest level of classification for this effort is Top Secret.

#### **H.8.1.2 SECURITY BACKGROUND INVESTIGATION REQUIREMENTS**

- a. In accordance with DHS MD 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).
- b. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems shall be U.S. citizens in accordance with MD 11055, Part VI, Section E (LPR status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)
- c. Provided the requirements of DHS MD 11055 are met as outlined in paragraph a, above, contractor employees requiring access to CBP facilities, sensitive information, or IT resources are required to have a favorably adjudicated Background Investigation (BI) or a Single Scope Background Investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a contractor employee's life, including employment, education, residences, police and court inquiries, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).
- d. The contractor shall submit, within ten working days of project start of this TO, a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets Federal investigation standards. For employee candidates needing a BI for this contract, the contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
- e. The estimated completion of a BI or SSBI is approximately 60 to 90 days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. The contractor shall propose a qualified replacement employee candidate to the FEDSIM CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. The FEDSIM CO or COR shall approve or disapprove Key Personnel replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements will be reflected in the award fee rating and may be cause for termination of the contract.

#### **H.8.1.3 SECURITY RESPONSIBILITIES**

- a. The contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP



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regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel shall be responsible for physical security of work areas and CBP-furnished equipment issued under this contract.

- b. The FEDSIM CO or COR may require the contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- c. Work under this contract may require access to sensitive information as defined under HSAR Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the FEDSIM CO.
- d. The contractor shall ensure that its employees who are authorized access to sensitive information receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
- e. Upon completion of this contract, the contractor shall return all sensitive information used in the performance of the contract to the Government or USBP TPOC. The contractor shall certify, in writing, that all sensitive and non-public information has been purged from any contractor-owned system.
- f. All contractor handling of classified information shall be controlled in accordance with the DD Form 254 and comply with the following clauses in accordance with FAR 52.204-2 Security Requirements (Aug 1996).

### **H.8.1.4 NOTIFICATION OF CONTRACTOR EMPLOYEE CHANGES**

- a. The contractor shall notify the FEDSIM CO or COR immediately after a personnel change becomes known or no later than five business days prior to departure of the employee. Telephone notifications must be immediately followed up in writing. Contractor's notification shall include, but is not limited to, name changes, resignations, terminations, and reassignments to another contract.
- b. The contractor shall notify the FEDSIM CO or COR in writing of any proposed change in access requirements for its employees at least 15 days, or 30 days if a security clearance is to be obtained, in advance of the proposed change.

### **H.8.1.5 NON-DISCLOSURE AGREEMENTS (NDAs)**

- a. When determined to be appropriate, contractor employees are required to execute an NDA (DHS Form 11000-6) as a condition to access sensitive but unclassified information.

### **H.8.2 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (CBP) (SEP 2011)**

- a. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to IT resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any

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Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

1. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
  2. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check, or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
  3. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
- b. Pre-screening shall be conducted within 10 calendar days after TO award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the FEDSIM CO taking the appropriate remedy, including award fee consideration.

### **H.8.3 DHS SPECIAL CLAUSE - SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)**

(a) *Applicability.* This clause applies to the contractor, its subcontractors, and contractor employees (hereafter referred to collectively as “contractor”). The contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause –

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity, such as name, Social Security Number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

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PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security Number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm,

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embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security Numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal history
- (7) Medical information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

- (c) *Authorities.* The contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the CO, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

- (d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

- (1) Department of Homeland Security (DHS) policies and procedures on contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how contractors must handle sensitive but

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unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the contractor except as specified in the contract.

(3) All contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The contractor shall provide copies of the signed NDA to the COR no later than two (2) days after execution of the form.

(4) The contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate.* The contractor shall not input, store, process, output, and/or transmit sensitive information within a contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) *Complete the Security Authorization process.* The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) *Security Authorization Process Documentation.* SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the contractor shall submit a signed SA package, validated by an independent third party, to the TPOC for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final

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authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the CO shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlines in *NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations*. The contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the contractor may be required to support the Government in the completion of the PTA. The requirement to complete the PTA is triggered by the creation, use, modification, upgrade, or disposition of a contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about use, access, storage, and maintenance of PII on the contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO*. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The contractor is required to update its SA package as part of the ATO renewal process. The contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the USBP TPOC for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the contractor environment to ensure controls are in place.

(3) *Security Review*. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the contractor's facilities, installations, operations,

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documentation, databases and personnel used in the performance of this contract. The contractor shall, through the CO and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the CO may direct the contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for contractor systems.

(f) *Sensitive Information Incident Reporting Requirements*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the contractor shall also notify the CO, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the CO's email address is not immediately available, the contractor shall contact the CO immediately after reporting the incident to the Headquarters or Component SOC. The contractor shall not include any sensitive

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information in the subject or body of any email. To transmit sensitive information, the contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, contractors shall also provide as many of the following data elements that are available at the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) CO POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

### *(g) Sensitive Information Incident Response Requirements*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the CO in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:



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- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

### (h) *Additional PII and/or SPII Notification Requirements*

(1) The contractor shall have in place procedures and the capability to notify any individual whose PII resided in the contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the CO. The method and content of any notification by the contractor shall be coordinated with, and subject to prior written approval by the CO, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The contractor shall not proceed with notification unless the CO, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

### (i) *Credit Monitoring Requirements*. In the event that a sensitive information incident involves PII or SPII, the contractor may be required to, as directed by the CO:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the contractor or resided in the contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

- (3) Establish a dedicated call center. Call center services shall include:
- (i) A dedicated telephone number to contact customer service within a fixed period;
  - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
  - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
  - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
  - (v) Customized FAQs, approved in writing by the CO in coordination with the Headquarters or Component Chief Privacy Officer; and
  - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the contractor shall submit the certification to the COR and the CO following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

#### **H.8.4 DHS SPECIAL CLAUSE - INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)**

- (a) *Applicability.* This clause applies to the contractor, its subcontractors, and contractor employees (hereafter referred to collectively as “contractor”). The contractor shall insert the substance of this clause in all subcontracts.
- (b) *Security Training Requirements.*
- (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The contractor shall maintain copies of training certificates for all contractor and subcontractor employees as a record of compliance. The contractor shall notify the COR when the training has been completed. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all contractor and subcontractor employees.
- (2) The DHS Rules of Behavior apply to every DHS employee, contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The

DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The contractor shall maintain signed copies of the DHS Rules of Behavior for all contractor and subcontractor employees as a record of compliance. The contractor shall notify the COR that the DHS Rules of Behavior have been signed by each employee not later than thirty (30) days after contract award. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

- (c) *Privacy Training Requirements.* All contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The contractor shall maintain copies of training certificates for all contractor and subcontractor employees as a record of compliance. The contractor shall notify that the training has been completed by all applicable employees not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all contractor and subcontractor employees.

## **H.9 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

### **H.9.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (Section J, Attachment I). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.

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- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the Government to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.
- f. The contractor could be ineligible to participate in some capacity in contracts or subcontracts that relate directly to the contractor's performance of work under this TO. For example, if the contractor prepares a Statement of Work under APMTS, the contractor could be ineligible to perform or participate in the contractual effort that is based on that Statement of Work or specifications.

### **H.9.1 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment J) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.10 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services

provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

## **H.11 GOALS FOR SUBCONTRACTING**

The Government is committed to ensuring that small, Historically Underutilized Business Zones (HUBZone), small disadvantaged, women-owned, veteran-owned, and service-disabled veteran-owned small business concerns are provided maximum practicable opportunity to participate as subcontractors under the TO. The contractor should leverage this TO to meet OASIS base contract and DHS subcontracting goals to the maximum extent practicable. The base OASIS and DHS subcontracting goals are restated below. These goals are for reference. Refer to FAR 52.219-9 for instruction on the small business subcontracting plan procedures.

**Table 2: Small Business Goals**

| <b>Small Business</b>                         | <b>OASIS Goals</b> | <b>DHS Goals</b> |
|-----------------------------------------------|--------------------|------------------|
| Overall Subcontracting Goal                   | 50%                | 39%              |
| HUBZone Small Business                        | 3%                 | 3%               |
| Small Disadvantaged Business                  | 5%                 | 5%               |
| Women-Owned Small Business                    | 5%                 | 5%               |
| Veteran-Owned Small Business                  | 3%                 | --               |
| Service-Disabled Veteran-Owned Small Business | 3%                 | 3%               |

The individual goals of HUBZone Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, and Service-Disabled Veteran-Owned Small Business are a subset of the overall small business goals.

Additionally, the contractor shall meet the small business subcontracting goals stated in Section J, Attachment D, Award Fee Determination Plan (AFDP). The goals shall reflect the contractor's unique approach to forming an effective team to deliver APMTS services and meet the OASIS and DHS subcontracting goals.

## **H.12 TRAVEL**

### **H.12.1 TRAVEL REGULATIONS**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- FTR - prescribed by the GSA, for travel in the contiguous U.S.
- JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

### **H.12.2 TRAVEL AUTHORIZATION REQUESTS (TAR)**

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a Travel Authorization Request (TAR) (Section J, Attachment K) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR or the DSSR for overseas travel.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

### **H.13 MATERIALS AND EQUIPMENT AND ODCs**

The Government may require the contractor to purchase materials and equipment and ODCs, to include hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (Section J, Attachment L). If the prime contractor does not have or is to lose an approved purchasing system, the contractor shall submit to the FEDSIM CO a Consent to Purchase (CTP) (Section J, Attachment M). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.14.2.

### **H.14 COMMERCIAL SUPPLIER AGREEMENTS**

**H.14.1** The Government understands that commercial software tools that may be purchased in furtherance of this TO as contemplated in the ODC CLIN in Sections B.4 and B.5.1 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). For purposes of this TO, the Supplier Agreements are “collateral agreements” within the meaning of the FAR clause at 52.227-14.

**H.14.2** The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall

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cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute "other rights and limitations" as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data – General (May 2014), Alternate III (Dec 2007).

### **H.15 PRESS/NEWS RELEASE**

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

### **H.16 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

### **H.17 AWARD FEE**

See the AFDP in Section J, Attachment D.

## SECTION I – CONTRACT CLAUSES

### **I.1 TASK ORDER CLAUSES**

All applicable and required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

### **I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a provision may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this TO.

| <b>FAR</b> | <b>TITLE</b>                                                                | <b>DATE</b> |
|------------|-----------------------------------------------------------------------------|-------------|
| 52.204-2   | Security Requirements                                                       | AUG 1996    |
| 52.204-13  | System for Award Management Maintenance                                     | OCT 2016    |
| 52.204-14  | Service Contract Reporting Requirements                                     | OCT 2016    |
| 52.204-18  | Commercial and Government Entity Code Maintenance                           | JUL 2016    |
| 52.204-21  | Basic Safeguarding of Covered Contractor Information Systems                | JUN 2016    |
| 52.215-23  | Limitations on Pass-Through Charges                                         | OCT 2009    |
| 52.219-8   | Utilization of Small Business Concerns                                      | NOV 2016    |
| 52.223-15  | Energy Efficiency in Energy-Consuming Products                              | DEC 2007    |
| 52.223-16  | Acquisition of EPEAT-Registered Personal Computer Products                  | OCT 2015    |
| 52.225-13  | Restrictions on Certain Foreign Purchases                                   | JUN 2008    |
| 52.227-14  | Rights In Data – General                                                    | MAY 2014    |
| 52.227-14  | Rights In Data – General Alternate II                                       | DEC 2007    |
| 52.227-14  | Rights In Data – General Alternate III                                      | DEC 2007    |
| 52.227-15  | Representation of Limited Rights Data and Restricted Computer Software      | DEC 2007    |
| 52.232-18  | Availability of Funds                                                       | APR 1984    |
| 52.232-20  | Limitation of Cost                                                          | APR 1984    |
| 52.232-22  | Limitation of Funds                                                         | APR 1984    |
| 52.232-40  | Providing Accelerated Payments to Small Business Subcontractors (Deviation) | DEC 2013    |
| 52.237-3   | Continuity of Services                                                      | JAN 1991    |
| 52.237-10  | Identification of Uncompensated Overtime                                    | MAR 2015    |
| 52.239-1   | Privacy or Security Safeguards                                              | AUG 1996    |
| 52.242-3   | Penalties for Unallowable Costs                                             | MAY 2014    |
| 52.242-4   | Certification of Final Indirect Costs                                       | JAN 1997    |
| 52.242-13  | Bankruptcy                                                                  | JUL 1995    |



## SECTION I – CONTRACT CLAUSES

| <b>FAR</b> | <b>TITLE</b>                                                                    | <b>DATE</b> |
|------------|---------------------------------------------------------------------------------|-------------|
| 52.244-2   | Subcontracts (Alternate I)                                                      | JUN 2007    |
| 52.244-6   | Subcontracts for Commercial Items                                               | NOV 2017    |
| 52.245-1   | Government Property                                                             | JAN 2017    |
| 52.246-5   | Inspection of Services—Cost-Reimbursement                                       | APR 1984    |
| 52.247-14  | Contractor Responsibility for Receipt of Shipment                               | APR 1984    |
| 52.247-67  | Submission of Transportation Documents for Audit<br>Fill-in: COR, see Section G | FEB 2006    |
| 52.249-6   | Termination (Cost-Reimbursement)                                                | MAY 2004    |
| 52.249-14  | Excusable Delays                                                                | APR 1984    |

### **I.2.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) **Definitions.** As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

## SECTION I – CONTRACT CLAUSES

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

***Substantial or essential component*** means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

## SECTION I – CONTRACT CLAUSES

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) **Exceptions.** This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

### **FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) [Subpart 31.2](#) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

## SECTION I – CONTRACT CLAUSES

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

## SECTION I – CONTRACT CLAUSES

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see [52.242-4](#), Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See [31.205-6\(p\)](#).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.



## SECTION I – CONTRACT CLAUSES

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

## SECTION I – CONTRACT CLAUSES

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR [42.708](#)(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.



## SECTION I – CONTRACT CLAUSES

The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

### **I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE**

The full text of a provision may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

| <b>GSAM</b> | <b>TITLE</b>                                                                    | <b>DATE</b> |
|-------------|---------------------------------------------------------------------------------|-------------|
| 552.204-9   | Personal Identity Verification Requirements                                     | OCT 2012    |
| 552.212-4   | Contract Terms and Conditions-Commercial Items (Alternate II) (FAR Deviation)   | FEB 2018    |
| 552.212-71  | Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items | JUN 2016    |
| 552.232.25  | Prompt Payment                                                                  | NOV 2009    |
| 552.232.39  | Unenforceability of Unauthorized Obligations (FAR Deviation)                    | FEB 2018    |
|             |                                                                                 |             |
| 552.239-71  | Security Requirements for Unclassified Information Technology Resources         | JAN 2012    |

### **I.4 DEPARTMENT OF HOMELAND SECURITY (DHS) ACQUISITION REGULATION SUPPLEMENTS (HSAR) CLAUSES INCORPORATED BY REFERENCE**

The full text of a provision may be accessed electronically at HSAR website:

[www.dhs.gov/publication/homeland-security-acquisition-regulation-deviations/](http://www.dhs.gov/publication/homeland-security-acquisition-regulation-deviations/)

| <b>HSAR</b>                | <b>TITLE</b>                          | <b>DATE</b> |
|----------------------------|---------------------------------------|-------------|
| HSAR Class Deviation 15-01 | Safeguarding of Sensitive Information | MAR 2015    |

## SECTION J – LIST OF ATTACHMENTS

### **J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically at the end of the TO.

| <b>ATTACHMENT</b> | <b>TITLE</b>                                                                                 |
|-------------------|----------------------------------------------------------------------------------------------|
| A                 | COR Appointment Letter                                                                       |
| B                 | Acronym List                                                                                 |
| C                 | Incremental Funding Chart (electronically attached .xls)                                     |
| D                 | Award Fee Determination Plan (AFDP)                                                          |
| E                 | Problem Notification Report (PNR) Template                                                   |
| F                 | Monthly Status Report (MSR) Template                                                         |
| G                 | Trip Report Template                                                                         |
| H                 | Deliverable Acceptance-Rejection Report Template Revised 03/08/2019                          |
| I                 | Organizational Conflict of Interest (OCI) Statement                                          |
| J                 | Corporate Non-Disclosure Agreement (NDA)                                                     |
| K                 | Travel Authorization Request (TAR) Template (electronically attached .xls) REVISED 5/23/2019 |
| L                 | Request to Initiate Purchase (RIP) Template (electronically attached .xls)                   |
| M                 | Consent to Purchase (CTP) Template (electronically attached .xls)                            |
| N                 | ACOR Appointment Letter                                                                      |
| O                 | DD Form 254, Contract Security Classification Specification<br>REVISED 2/27/2020             |
| P                 | Key Personnel Qualification Matrix (KPQM)                                                    |
| Q                 | Reserved                                                                                     |
| R                 | Reserved                                                                                     |
| S                 | Reserved                                                                                     |
| T                 | Reserved                                                                                     |
| U                 | Reserved                                                                                     |
| V                 | Reserved                                                                                     |
| W                 | Reserved                                                                                     |
| X                 | Reserved                                                                                     |
| Y                 | Representation Regarding Covered Telecommunications and Video Surveillance                   |